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2 **So Ordered.**



Frederick P. Corbit

Frederick P. Corbit
Bankruptcy Judge

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4 **Dated: December 19th, 2013**

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10 **UNITED STATES BANKRUPTCY COURT**
11 **IN AND FOR THE EASTERN DISTRICT OF WASHINGTON**

12
13 In re:

No.: **13-00505-FPC11**

14 **TAD A. GROPP,**

Chapter 11

15 Debtor.

FINDINGS OF FACT

16
17 **THIS MATTER** coming before the Court for hearing on December 19, 2013, upon
18 the issues raised by Debtor's request for confirmation of Debtor's First Amended Plan of
19 Reorganization, filed herein on July 29, 2013, under docket number 144 (the "Plan"), and
20 based upon the evidence produced, the Court now makes the following:

21 **FINDINGS OF FACT**

- 22 1. Debtor's Plan was submitted to Creditors and other parties in interest;
23 2. The Plan has been accepted in writing by the creditors and equity security
24 holders whose acceptance is required by law;
25

Findings of Fact-1

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1 3. The provisions of Chapter 11 of the United States Code have been complied
2 with and the Plan has been proposed in good faith and not by any means forbidden by
3 law;

4 4. (a) Each holder of a claim or interest has accepted the Plan or will receive or
5 retain under the Plan property of a value, as of the effective date of the Plan, that is not
6 less than the amount that such holder would receive or retain if the Debtor was liquidated
7 under Chapter 7 of the Code on such date, or (b) the Plan does not discriminate unfairly,
8 and is fair and equitable with respect to each class of claims or interests that is impaired
9 under, and has not accepted the Plan;

10 5. All payments made or promised by the Debtor or by a person issuing
11 securities or acquiring property under the Plan or by any other person for services or for
12 costs and expenses in, or in connection with, the Plan and incident to the case, have been
13 fully disclosed to the Court and are reasonable and are hereby approved, or, if to be fixed
14 after confirmation of the Plan, will be subject to approval of the Court;

15 6. Confirmation of the Plan is not likely to be followed by the liquidation, or the
16 need for further financial reorganization of the Debtor, or (b) if the Plan is a plan of
17 liquidation, the Plan sets a time period in which liquidation will be accomplished, and
18 provides for the eventuality that the liquidation is not accomplished in that time period;

19 7. Pursuant to the Plan, the following acts or events constitute substantial
20 consummation of the Plan: sixty (60) days following Confirmation, provided that Debtor
21 have paid all installments provided by this Plan to be paid within that time;

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Findings of Fact-2

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1 8. Creditors were given Notice of Confirmation and no objections thereto were
2 made, or if made, have been withdrawn, resolved or overruled;

3 9. It is proper that the Plan be confirmed, subject to the following:

4 a. The Plan is amended to provide that, notwithstanding any
5 provision in the Plan to the contrary, should any document or writing
6 supporting the claim of Inland Northwest Bank ("INB") provide for a late
7 payment, charge, assessment, attorneys fees, costs, and/or default
8 interest (collectively "Fees, Costs, and Default Interest"), said Fees, Costs,
9 and Default Interest shall be allowed to the extent the Court determines
10 such Fees, Costs, and Default Interest are allowable After Notice and
11 Hearing.
12

13 b. Notwithstanding any provision in the plan to the contrary,
14 Article XII of the Plan does not apply to the secured claim of INB.

15 c. Notwithstanding any provision in the plan to the contrary,
16 Article XI of the Plan is hereby modified to provide that, "Except as
17 otherwise provided in this Plan, the method of paying or providing for
18 Creditors in this Plan is in lieu of any other payment and/or treatment. To
19 that extent, the writings and documents of some Creditors requiring certain
20 payments or the performance of certain obligations are altered and
21 amended."
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23 ///END OF ORDER///
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Findings of Fact-3

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1 PRESENTED BY:

2 SOUTHWELL & O'ROURKE, P.S.

3 BY: s/ Kevin O'Rourke

4 KEVIN O'ROURKE WSBA #28912

5 Attorney for Debtor

6 APPROVED AS TO FORM AND CONTENT
7 NOTICE OF PRESENTMENT WAIVED

8 STOCKER, SMITH, LUCIANI & STAUB, PLLC

9 BY: s/ Scott R. Smith

10 SCOTT R. SMITH, WSBA #16380

11 Attorneys for Inland Northwest Bank

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25 Findings of Fact-4

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